



Entered on Docket
June 07, 2010

A handwritten signature in black ink, appearing to read "Mike K. Nakagawa".

Hon. Mike K. Nakagawa
United States Bankruptcy Judge

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Attorneys for Secured Creditor WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER
TO WELLS FARGO BANK SOUTHWEST, N.A. FORMERLY KNOWN AS
WACHOVIA MORTGAGE, FSB, FORMERLY KNOWN AS WORLD
SAVINGS BANK, FSB

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re

RODNEY A KWOCK AND NORMA J
KWOCK,

Debtor(s).

Bankruptcy Case No. BK-S-10-12251-mkn
Chapter 7

WELLS FARGO BANK, N.A.,
SUCCESSOR BY MERGER TO WELLS
FARGO BANK SOUTHWEST, N.A.
FORMERLY KNOWN AS WACHOVIA
MORTGAGE, FSB, FORMERLY KNOWN
AS WORLD SAVINGS BANK, FSB'S
ORDER TERMINATING AUTOMATIC
STAY

Date: May 17, 2010

Time: 9:30 a.m.

1 A hearing on Secured Creditor Wells Fargo Bank, N.A., successor by merger to
2 Wells Fargo Bank Southwest, N.A. formerly known as Wachovia Mortgage, FSB, formerly
3 known as World Savings Bank, FSB's Motion for Relief From the Automatic Stay came on
4 regularly for hearing in the United States Bankruptcy Court before the Honorable Mike K.
5 Nakagawa, Ace Van Patten appearing on behalf of Secured Creditor.

6 The court having duly considered the papers and pleadings on file herein and
7 being fully advised thereon and finding cause therefor:

8 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

9 The automatic stay of 11 United States Code section 362 is hereby immediately
10 terminated as it applies to the enforcement by Movant of all of its rights in the real property
11 under the Note and Deed of Trust encumbering the real property commonly known as 5117 W
12 Eldorado Lane, Las Vegas, Nevada 89139 ("Real Property"), which is legally described as:

13 The land referred to herein is situated in the State of Nevada, County of Clark, described as
14 follows:

15 Parcel One (1):

16 Lot Seventeen (17) in Block Two (2), of WILLOW TRACE as shown by map thereof on file in
17 Book 116 of Plats, Page 17 in the Office of the County Recorder of Clark County, Nevada and
18 amended by Certificate of Amendment, recorded July 26, 2004 in Book 20040726 as Document
19 No. 0004445, Official Records

20 Reserving therefrom a non-exclusive easement for ingress, egress, use and enjoyment and
21 public utility purposes, on, over and across the private streets and common areas on the map
22 referenced hereinabove.

23 Parcel Two (2):

24 A non-exclusive easement for ingress, egress, use and enjoyment and public utility purposes
25 on, over and across the private streets and common areas on the map referenced hereinabove,
26 which easement is appurtenant to Parcel One (1).

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1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Movant and/or
 2 its foreclosure trustee shall mail written notice of the time, date and place of the foreclosure sale
 3 of the Real Property to the Debtor(s) at the address for the Real Property at least 7 calendar days
 4 prior to the foreclosure sale. In the event that Movant and/or its foreclosure trustee provides at
 5 least 7 calendar days' advance notice of the time, date and place of the foreclosure sale of the
 6 Real Property in compliance with the notice requirements set forth in Chapter 107 of Nevada
 7 Revised Statutes, those notices shall be sufficient to satisfy the requirement of this Court to
 8 provide 7 days' notice to the Debtor(s).

9 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Movant may
 10 offer and provide Debtors with information re: a potential Forbearance Agreement, Loan
 11 Modification, Refinance Agreement, or other Loan Workout/Loss Mitigation Agreement, and
 12 may enter into such agreement with Debtors. However, Movant may not enforce, or threaten to
 13 enforce, any personal liability against Debtors if Debtors' personal liability is discharged in this
 14 bankruptcy case.

15 APPROVED/DISAPPROVED APPROVED/DISAPPROVED

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 17 _____
 18 DAVID KRIEGER
 DEBTOR(S) ATTORNEY

17 _____
 18 LENARD E. SCHWARTZER
 TRUSTEE

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ALTERNATIVE METHOD re: RULE 9021:

In accordance with LR 9021, counsel submitting this document certifies as follows (check one):

☐ The court has waived the requirement of approval under LR 9021.

☐ I certify that I have served a copy of this order with the motion, and no parties appeared or filed written objections.

☒ This is a chapter 7 or 13 case, and either with the motion, or at the hearing, I have delivered a copy of this proposed order to all counsel who appeared at the hearing, any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below [list each party and whether the party has approved, disapproved, or failed to respond to the document]:

☐ This is a chapter 9, 11, or 15 case, and I have delivered a copy of this proposed order to all counsel who appeared at the hearing, any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below [list each party and whether the party has approved, disapproved, or failed to respond to the document]:

☐ Approved.

☐ Disapproved.

☒ Failed to respond. - Debtors' Attorney/Trustee

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Submitted by:

/s/ ACE VAN PATTEN

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